ship to the creditors was severe. But it was unavoidable, for the court was bound to give effect to the discharge in the light of the law as it had been determined since the decision of the bankruptcy court.

BANKRUPTCY — STATE BANKRUPTCY AND INSOLVENCY LAWS — EFFECT OF GENERAL ASSIGNMENT UNDER STATE LAWS. — A state statute provided that a general assignment should dissolve prior attachments and should entitle the debtor to a discharge on certain conditions. After an attachment, the debtor made a general assignment, and within four months thereafter, but more than four months after the attachment, a petition in bankruptcy was filed against him. *Held*, that the attachment is valid. *Pelton* v. *Sheridan*, 144 Pac. 410 (Ore.).

The National Bankruptcy Act is the supreme law of the land, and suspends state statutes which encroach upon its domain. *Parmenter Mfg. Co.* v. *Hamilton*, 172 Mass. 178, 51 N. E. 529. See *Tua* v. *Carriere*, 117 U. S. 201. Accordingly, the provision for discharge in the statute in the principal case is clearly objectionable, and the court holds it such an integral part of the statute that the whole must fall. The assignment was, therefore, absolutely void, and left the attachment untouched. It has been held, however, that a general assignment under a similar statute may still be good as a common-law assignment. *Boese* v. *King*, 108 U. S. 379. Regardless of the wisdom of this doctrine, it is clear that even this decision does not give the assignment more than its common-law effect, so that all peculiar statutory incidents are inoperative and the prior attachment would not be dissolved. *Boese* v. *King*, *supra*. Some states, however, have mistakenly held that the assignment takes effect under the statute, and is only nullified by proceedings in bankruptcy, so that the attachment lien, being once dissolved, cannot be revived. *Binder* v. *McDonald*, 106 Wis. 332, 82 N. W. 156. The statute in the principal case might perhaps be held to trench upon the national act by reason alone of its provision for dissolving attachments. For it may be said that the national act requires by necessary implication that all liens older than four months shall stand, and that a state law which gives to general assignments the effect of avoiding prior attachments conflicts with the federal law. See *Tua* v. *Carriere*, *supra*. *Cf. Ebersole* v. *Adams*, 10 Bush (Ky.) 1873; *Binder* v. *McDonald*, *supra*.

CARRIERS — DISCRIMINATION AND OVERCHARGE — MISTAKE: LIABILITY FOR QUOTING PUBLISHED RATE NO LONGER APPLICABLE BECAUSE OF CHANGE IN NAME OF STATION. — The defendant railroad had filed with the Interstate Commerce Commission through tariffs on cement, naming $1.85 and $2.25 per ton as the rates, respectively, to Bradford and Niantic. Bradford station was then renamed Melville station, and Niantic station was renamed Bradford station; but the changes were not indicated in the schedules published or on file. More than a year later a shipper consigned cement to the new Bradford station, relying on the published schedules which indicated a rate of $1.85 to "Bradford." The carrier collected the freight at $2.25 from the consignee, who was reimbursed by the shipper. *Held*, that the shipper can recover the difference from the railroad. *Charles Warner Co.* v. *Delaware, L. & W. R. Co.*, 32 I. C. C. 244.

Under the federal laws, any deviation from tariffs published and filed with the Interstate Commerce Commission is forbidden. 34 STAT. AT LARGE, 586. So stringent is the prohibition that, where shipments have been made in reliance on tariffs negligently misquoted by a freight agent, the shipper is denied recovery in an action for such negligence, since recovery would indirectly violate the statute. *Illinois Central R. Co.* v. *Henderson Elevator Co.*, 226 U. S. 441; *Poor* v. *Chicago, B. & Q. Ry. Co.*, 12 I. C. C. 418. See 27 HARV. L. REV. 177. A recent Missouri case adopts this view. *Sloop* v. *Delano*, 170 S. W. 385 (Mo.

App.). A contrary decision in South Carolina cannot be supported, in view of federal decisions in a field in which the federal law is supreme. *Driggs* v. *Southern Ry. Co.*, 81 S. E. 431. *Cf. Gulf, C. & S. F. Ry. Co.* v. *Hefley*, 158 U. S. 98. It is submitted that in the principal case also recovery should have been denied. Existing tariffs can be changed, under the statute, only by filing new schedules with the Commission. The scheduled rate to Bradford appeared to be $1.85. But the lawful rate to the place of consignment was still $2.25, though the name of the station had been changed, and its old name given to a station enjoying lower rates. The conclusion seems inevitable that the decision in substance compels the railroad to charge the complainant less than the lawful rate, in violation of the statute.

CARRIERS — DUTY TO TRANSPORT AND DELIVER — RIGHT OF CONSIGNOR TO SUE. — Lumber was sold and consigned to the purchaser. Title passed upon shipment, but, owing to the carrier's failure to transport by the stipulated route, the consignee refused to receive the goods. The consignor sues the carrier upon the contract of shipment. By statute all actions must be maintained by the real party in interest. *Held*, that the plaintiff cannot recover. *Warren & O. V. Ry. Co.* v. *Southern Lumber Co.*, 170 S. W. 998 (Ark.).

The weight of authority apparently holds that the consignor, as party to the contract of shipment, may sue thereon without showing any interest in the goods. *Blanchard* v. *Page*, 8 Gray (Mass.) 281; *Finn* v. *Western R. Co.*, 112 Mass. 524; *Carter* v. *Southern Ry. Co.*, 111 Ga. 38, 36 S. E. 308; *Dunlop* v. *Lambert*, 6 Cl. & F. 600. Not being the owner, however, he cannot sue in tort. *Wetzel* v. *Power*, 5 Mont. 214. See *Dawes* v. *Peck*, 8 T. R. 330. The consignee, also, if title has passed, may sue the carrier in contract in his own name upon the theory that the consignor contracted as his agent, or in tort for breach of duty. *Bank of Irvin* v. *American Express Co.*, 127 Ia. 1, 102 N. W. 107; *Dyer* v. *Great Northern Ry. Co.*, 51 Minn. 345, 53 N. W. 714. Some authorities, however, support the instant case in holding that the consignee alone can sue if the legal title is in him. *Union Pacific R. Co.* v. *Metcalf*, 50 Neb. 452, 69 N. W. 961; *Blum* v. *Caddo*, 1 Woods (U. S.) 64. See *Dawes* v. *Peck*, *supra*. But the statutory requirement that actions be brought in the name of the real party in interest is not generally held to preclude suit by the consignor, even though title be in the consignee. *Hooper* v. *Chicago & N. W. Ry. Co.*, 27 Wis. 81; *Southern Express Co.* v. *Craft*, 49 Miss. 480. *Contra*, *Union Pacific R. Co.* v. *Metcalf*, *supra*. It is submitted that the preferable view allows the consignor to recover. In the first place, it obviates the troublesome question of locating title, and thus conduces to simplicity. There is no hardship on the carrier, for recovery by the consignor bars an action by the owner. See *Carter* v. *Southern Ry. Co.*, *supra*. And the consignor is forced to hold the proceeds for the party actually entitled. See *Finn* v. *Western R. Co.*, *supra*. Then, too, since the consignor is primarily liable for freight, the carrier should be subject to a corresponding liability to him on the contract. See *Central R. Co. of N. J.* v. *MacCartney*, 68 N. J. L. 165, 52 Atl. 575; *Portland Flouring Mills Co.* v. *British & F. M. Ins. Co.*, 130 Fed. 860.

CARRIERS — LIMITATION OF LIABILITY — EFFECT OF NOTICE FILED WITH PUBLIC SERVICE COMMISSION. — The plaintiff checked her baggage on an intrastate journey without declaring its value. The defendant carrier had filed a notice with the Public Service Commission limiting its liability for baggage, in accordance with a state statute which provided that every carrier should be liable for the full value of baggage, but that value in excess of one hundred and fifty dollars should be declared, and excess charges paid. N. Y. CONSOL. LAWS, PUBLIC SERVICE LAW, § 38. The plaintiff had no knowledge of this regulation or of a similar limitation printed on the baggage check. *Held*, that the plain-